

## **Licence for the supply of National Polygon Dataset**

This Licence is dated 01/04/2023

and is made between:

(1) **HM Land Registry (acting by the Chief Land Registrar under delegated authority from The Keeper of Public Records)**, having its primary place of business at Trafalgar House, 1 Bedford Park, Croydon, CR0 2AQ (the '**Licensor**');

and

(2) DEPARTMENT FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS, Nobel House, Smith Square, London, SW1P 3JR

(the '**Licensee**').

## **Background**

(A) The Licensor has created the National Polygon Dataset which includes (i) polygons that have been created using Ordnance Survey data and (ii) unique property reference numbers which are under licence from Ordnance Survey and GeoPlace LLP.

(B) This agreement sets out the terms upon which the Licensee is licensed to use the data from the Licensor.

## **Agreed Terms**

### **1 Definitions and interpretation**

In this Licence, except where the context otherwise requires, the following terms shall have the following meanings:

'Auditor' - means the auditor appointed by Us to perform the obligations under clause 4.1 of this Licence.

'Charges' - means the charges made by Us as set out in clause 5.

'End-User' - means end users of Your Product.

'End-User Licence' – means the terms on which You permit End-Users to use the content of Your Product.

'End-User Record' - means a record of End-Users including names, contact details and IP addresses.

'Information' - means the National Polygon Dataset (as updated by Us from time to time) and comprises the following three files:

- Polygon File – includes all England and Wales Polygons, Title Number, Polygon ID, Polygon Status, Polygon Start/Update Date
- Tenure File – includes Title Number, Class of Title and Tenure
- UPRN File – includes Title Number and UPRN where available

'Initial Term' – means a period of one year commencing on the Start Date.

‘Licence’ – means this licence agreement.

‘Normal Business Hours’ – means 9am to 5pm on a Working Day.

‘Ordnance Survey’ – means Ordnance Survey Limited

‘Permitted Use’- means the permitted use of the Information as defined in clause 3 of this Licence.

‘Product’ – means any product or service (including but not limited to software as a service) that is created by combining the Information with other information or data resulting in an enhanced or value-added product or service.

‘Renewal Date’ – means the anniversary of the Start Date and each subsequent anniversary of such date.

‘Renewal Period’ - means a period of 1 year commencing on the Renewal Date and each subsequent Renewal Date.

‘Standalone Licensed Product or Service’ – means any product or service which comprises substantially of the whole or part of the Information without enhancement or added value.

‘Start Date’ - means the date of this Licence.

‘UPRN’ - means the unique property reference number.

‘We’, ‘Us’ and ‘Our’ - means HM Land Registry (acting by the Chief Land Registrar under delegated authority from The Keeper of Public Records).

‘Working Day’ – means Monday to Friday, excluding Bank Holidays in England and Wales

‘You’/ ‘Your’- means the Licensee.

## **2 Grant**

- 2.1 In consideration of You agreeing to comply with the terms of this Licence and You paying the Charges, We grant You from the Start Date a non-exclusive, non-transferable, revocable licence to access and use the Information for the Permitted Use subject to the conditions below.
- 2.2 You will not be permitted to have access to the Information until We have received the Charges due on the Start Date under clause 5.
- 2.3 This Licence also applies to Information held or used by You at the Start Date and supersedes all previous licence agreement(s) from Us relating to the Information. For the avoidance of doubt, the previous licence agreement(s) from Us only apply to Information up to the date when the previous licence agreement(s) are terminated.
- 2.4 This Licence does not affect Your freedom under fair dealing or fair use or any other copyright or database right exceptions and limitations.
- 2.5 All rights not expressly granted with respect to the Information are otherwise reserved to Us and Our licensors.

### **3 Permitted Use**

3.1 We permit You to use the Information subject to compliance with clause 3.2 and the other provisions of this Licence.

3.2 You must not use the Information for any of the following purposes:

- a) to publish, commercially exploit, sell, license or distribute the whole or any part of the Information as a Standalone Licensed Product or Service;
- b) to use the Information for the purposes of direct marketing including but not limited to contacting registered proprietors to offer goods or services or to make other offers;
- c) for any purpose that is contrary to any law or regulation or any regulatory code.

### **4 Your Obligations**

4.1 You must:

- a) if requested by Us, provide details of Your use of the Information, any code and documents relevant to this Licence and allow Us, Our personnel or Our representatives to inspect and audit Your use of the Information, code and documents relevant to this Licence and records of such use, including Your systems containing such records. You consent to Us contacting and visiting You, including but not limited to, allowing Us access to Your premises to verify whether you have complied with the requirements set out in this clause 4.1a)-g);
- b) keep full and accurate records of Your use of the Information and any sales of Your Product for audit purposes and You will provide Us with all reasonable assistance in the carrying out of such audit. We, Our personnel, Our representatives and/or the Auditor will ensure that any information obtained in the course of the audit concerning Your business is kept confidential and not used for any purpose other than the proper conduct of the audit;
- c) send Us, if We ask for it, one complimentary copy of Your Product, or provide complimentary access to Your Product within five Working Days of Our request;
- d) comply with data protection laws in Your use of the Information;
- e) maintain End-User Records and to allow Us/Our personnel/Our representatives or an Auditor appointed by Us access to all the End-User Records and any other code or documents relevant to this Licence for as long as this Licence is in existence and for a period of twelve months afterwards, provided that:
  - i) the purpose of such an audit of End-User Records is solely for the purpose of auditing compliance with the terms of this Licence and/or for the prevention and/or detection of crime;
  - ii) access for the purpose of inspecting the End-User Records is provided by You (a) immediately in the case of suspected fraud at any time as required by Us and (b) in any other case not less than five days' written notice at any time during Normal Business Hours; and

- iii) You will provide Us with all reasonable assistance in the carrying out of such audit. We, Our representatives and the Auditor will ensure that any information obtained in the course of the audit concerning Your business is kept confidential and not used for any purpose other than the proper conduct of the audit;
- f) use all reasonable endeavours to provide technological and security measures to ensure that the Information is physically and electronically secure from unauthorised use or access;
- g) notify Us as soon as You become aware of, or suspect, any unauthorised use of the Information or any infringement or other breach by You or any other third party of Our or third party intellectual property rights in the Information and to co-operate with Us at Your own cost in providing reasonable assistance to pursue or deal with any such infringement or breach;
- h) let Us know in writing (by post or e-mail) of any changes to Your name, address or other details relevant to this Licence; and
- i) indemnify Us against all actions, claims, proceedings, costs and/or damages together with all reasonable legal costs or expenses that We incur as a result of You not complying with the terms of this Licence, including any claims made by third parties against You or Us or paid by You to compromise or settle any claim made by a third party based on Your use of the Information.

#### 4.2 You must not:

- a) copy, sell, distribute, send or make use of the Information provided for any purpose other than the Permitted Use and to include this condition in any End-User Licence;
- b) present out of date Information as being current;
- c) mislead others or misrepresent Us or the Information;
- d) reproduce the Land Registry logo unless it forms an integral part of the Information and You are reproducing it in that context; and
- e) use the Information or any part of it or permit it to be used in any way that causes Our systems (e.g. Business Gateway) or access to those to be interrupted, damaged or impaired in any way and to include this condition in any End-User Licence.

#### 4.3 When using or publishing the Information:

- a) You will need to add the following attribution statement:

*Information produced by HM Land Registry. Crown copyright and database rights  
[year of supply or date of publication]*

- b) If you are reusing the polygons (including the associated geometry, namely x, y co-ordinates) and/or the UPRNs, in addition to the attribution statement in subclause a) above, You must also display the following attribution statement:

*The polygons (including the associated geometry, namely x, y co-ordinates) and UPRNs are subject to Crown and GeoPlace LLP copyright and database rights [year of supply or date of publication] Ordnance Survey 100026316.*

## **5 Payment and payment arrangements**

5.1 This Licence is granted subject to payment of the Charges by You.

5.2 Subject to clause 5.4, the Charges are an annual charge [REDACTED] and (where appropriate) the administration charge specified in clause 5.3 due and payable to Us as follows:

- a) annually in advance on the Start Date (and, where renewed under clause 6.2, on the Renewal Date); or
- b) by four equal instalments, the first instalment to be paid on the Start Date (and, where renewed under clause 6.2, on the Renewal Date) and the remaining instalments every three months thereafter.

5.3 Where You choose to pay the Charges by instalments under clause 5.2 b), We will also make an administration charge of £100 per instalment. The administration charge is payable with the instalment.

5.4 The Charges will be reviewed each year. We will give You three months' notice in writing of the revised Charges.

5.5 The Charges are subject to VAT (where applicable) at the rate in force at the due time for payment.

5.6 We will send You an invoice for the amount that You are due to pay to Us. We have the right to charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 on any amounts that are not paid within 30 days.

5.7 Payment must be made by credit card or BACS. We may introduce alternative methods of payment, including payment by variable direct debit.

## **6 Term**

6.1 This Licence shall commence on the Start Date and, subject to payment of the Charges, shall continue for the Initial Term and the Renewal Period(s), unless:

- a) it is not renewed in accordance with clause 6.2; or
- b) it is terminated earlier in accordance with the terms of this Licence.

6.2 No later than 30 days prior to the expiry of the Initial Term (or the then current Renewal Period), we shall notify you of the expiry date of the Licence and invite you to renew this Licence. If you do not renew this Licence or fail to pay the Charges in accordance with clause 5, this Licence shall terminate with immediate effect at the end of the Initial Term (or the then current Renewal Period).

## **7 Termination of this Licence**

7.1 If You use the Information for any purpose other than the Permitted Use, this Licence will end automatically without notice.

7.2 In addition to clause 7.1, We have the right at any time to end this Licence

- a) without cause by giving You not less than 3 months' notice in writing (by post or email);
  - b) immediately, on notice, if You are wound up, declared bankrupt or insolvent, placed in the hands of receivers or creditors or otherwise stop operating;
  - c) immediately, on notice, if You are in breach of the terms of this Licence and such breach is not in Our opinion, capable of remedy;
  - d) immediately, on notice, if You fail to pay any amount due under this Licence, including but not limited to the provisions for payment in Clause 5, within 14 days of Us notifying You that such payment is outstanding;
  - e) immediately, on notice, if:
    - i) You are in breach of the terms of this Licence; and
    - ii) such breach is remediable but You do not put this right within 14 days of Our requesting You to do this;
- or
- f) immediately in order to comply with any legal requirement (including any decision of the Information Commissioner).

7.3 You have the right to end this Licence at any time by giving notice to Us in writing (by post or e-mail).

7.4 Ending this Licence shall not affect Our rights to claim outstanding Charges or inspect End-User Records under this Licence. If You are paying the Charges by instalments (under clause 5.2 b), then, on termination, You must pay immediately the remaining instalments relating to the Initial Term or Renewal Period (as applicable) in which Your termination takes effect. However, if We have terminated this Licence under the provisions of clause 7.2a) or 7.2f) above, You will be entitled to a refund of part of the Charges You have paid calculated as follows:

- a) where You have paid annually in advance under clause 5.2 a), a refund (calculated on a pro-rata basis) of the annual charge from the date of termination to the end of Initial Term or Renewal Period (as applicable); or
- b) where you have paid by instalments under clause 5.2 b), a refund (calculated on a pro-rata basis) of the quarterly instalment from the date of termination to the end of the quarterly period.

7.5 Ending this Licence means that:

- a) Your right to use the Information terminates (but does not affect Our rights to enforce these conditions nor Your obligations regarding End-User Records);
- b) Your End-Users' right to use the Information must also terminate under the End-User Licence; and
- c) You and Your End-User(s) shall, as soon as is reasonably possible but by no later than 48 hours after We have given You notice:
  - i. delete or destroy all Information that is in Your/Your End-User's possession, custody or control;

- ii. remove any reference to the Information in the Product(s) or any Information that is embedded into any other material; and
- iii. destroy all copies of the Information and expunge the Information from any databases or Products incorporating Information in Your/Your End-User's power, possession, custody or control.

7.6 Your senior representative shall, within 5 Working Days of You complying with the requirements of clause 7.5 of this Licence, give Us written certification of such compliance.

## 8 Amendment of terms

We may amend or vary any or all of these terms by giving You not less than 3 months' written notice of the changes.

## 9 Notices

9.1 All Notices to be given under this Licence shall be in writing and shall either be sent by first class prepaid post or electronic mail to the address of the party as set out in clause 9.2 below (or such other address as the party may provide for the purposes of this Licence) and shall be deemed duly served:

- a) In the case of a notice sent by first class prepaid post, 2 Working Days after the date of dispatch;
- b) In the case of electronic mail, if sent during Normal Business Hours then at the time of receipt, and if sent outside Normal Business Hours then at 9am the next following Working Day.

9.2 The contact details of the parties to the Licence are as follows:

a) Licensor

- Address: The Data Services Team, Birkenhead, Rosebrae Court, Woodside Ferry Approach, Birkenhead, Merseyside CH41 6DU.
- E-mail: [data.services@mail.landregistry.gov.uk](mailto:data.services@mail.landregistry.gov.uk)
- Telephone: 0300 006 0478

■ [REDACTED]  
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## 10 Privacy Statement

10.1 We may collect and use the information commercially available or supplied by You:

- a) to enable us to ensure that You use the Information in an appropriate manner;
- b) for reporting and statistical purposes;
- c) for internal analysis on licensing, pricing, terms of use and data value; and



- d) for such purpose or use as sharing, checking and verifying information with other government departments and agencies or law enforcement agencies.

For further details of Our use of information please see Our [Personal Information Charter](#).

10.2 You acknowledge that We are bound by the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and that this legislation can affect what information that We may release.

## **11 Non-endorsement and no partnership or agency**

- 11.1 This Licence does not grant You any right to use the Information in a way that suggests any official status or that We endorse You or Your use of the Information.
- 11.2 This Licence shall not constitute or imply any partnership, joint venture, agency or other relationship between the parties other than the contractual relationship expressly provided for in this Licence. Neither party to this Licence shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.
- 11.3 You shall indemnify and keep us fully indemnified against all claims, demands, proceedings, suits, actions, losses, damages, charges, costs and expenses which are incurred by or made against us, arising out of or in connection with You asserting that You are an employee, partner or agent of us.

## **12 No Warranty**

- 12.1 The Information is licensed 'as is' and We exclude all representations, warranties, obligations and liabilities in relation to the Information to the maximum extent permitted by law.
- 12.2 To the maximum extent permitted by law, We are not liable for any errors or omissions in the Information and shall not be liable for any loss, injury or damage of any kind caused by its use. We do not guarantee the continued supply of the Information.

## **13 Assignment**

- 13.1 Subject to clause 13.2, You must not assign or sub-license Your rights under this Licence to any other person.
- 13.2 You may sub-license Your rights through an End-User Licence provided that an End-User shall not have the right to sub-license such rights further.
- 13.3 We shall be entitled to assign, transfer or novate the benefits and obligations of this Licence or any part thereof to:
  - a) any government body or any other body established by the Crown or under statute;
  - b) in the event of the transfer of all or any of Our activities or functions to any other entity, to the entity to which Our functions have been transferred; or
  - c) any private sector body which substantially performs the functions of Us,

provided that any such assignment, transfer or novation shall not increase the burden of Your obligations under this Licence.

## **14 Limitation of Liability**

14.1 Nothing in this Licence shall limit or exclude the liability of either party to this Licence for:

- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- b) fraud or fraudulent misrepresentation; or
- c) any matter in respect of which it would be unlawful for either party to exclude or restrict liability.

14.2 Subject to clause 14.1:

- a) We do not accept any liability for any losses incurred by You or any third party as a result of Your or their reliance on the Information;
- b) We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity, loss or corruption of Information, loss of contracts, or for any indirect or consequential loss, whether arising from negligence or breach of contract, or in any other way, even if We Were notified of, or knew of the likelihood of, that loss or type of loss arising;
- c) without prejudice to Our rights under the Licence Our liability for direct loss whether in contract, or tort, or arising in any other way, will not exceed 125% of the Charges paid by You during the period of 12 months preceding the date on which Your claim for loss arises; and
- d) if on any occasion provision of the Information is suspended or delayed or modified in order for Us to meet Our statutory obligations, no compensation or damages shall be due to You but We will make reasonable endeavours to keep service disruption to a minimum.

## **15 Rights of Third Parties**

15.1 Subject to clause 15.2, a person who is not a party to this Licence has no right as a third party to enforce or enjoy the benefit of any term of this Licence.

15.2 You acknowledge the interest of Ordnance Survey and GeoPlace LLP in relation to the Information and the parties to this Licence hereby confer upon Ordnance Survey and GeoPlace LLP the right to enforce the terms of this Licence and pursue any claims pursuant to this Licence as if it had granted this Licence itself.

## **16 No Waiver**

Our failure to exercise or enforce any rights under the provisions of this Licence, shall not be deemed to be a waiver of such rights at any time or times thereafter.

## **17 Severability**

If any of the provisions of this Licence, are invalid, illegal or unenforceable, that will not affect the validity, legality and enforceability of the remaining provisions of this Licence. Each of the paragraphs of these Licence terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

## **18 Governing Law**

This Licence is governed by the laws of England and Wales and each party to this Licence irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence or its subject matter and formation.

The undersigned agreed to be bound by the terms of this Licence.